

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO. 06-137**  
**ANNUAL REQUIREMENTS FOR**  
**TRAFFIC SIGNAL HEADS AND COMPONENTS**

**DATE:** June 20, 2006

**CONTRACT PERIOD:** June 1, 2006 thru May 31, 2007

**CONTRACTOR:** Control Technologies, Inc.  
2760 Commercial Park Lane  
Tomball, TX 77375

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Derek Townsend  
**Telephone No.:** 281.255.8844  
**FAX No.:** 281.255.8414  
**E-Mail Address:** derek@cttraffic.com

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER CONTRACT AND SPEC NO. 06-137**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #076555  
Dated: 06/15/06

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS FOR TRAFFIC SIGNAL HEADS  
AND COMPONENTS  
SPECIFICATION 06-137**

**Contractor:  
Control Technologies, Inc.  
27760 Commercial Park Lane  
Tomball, TX 77375**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between **Control Technologies, Inc. , 27760 Commercial Park Lane, Tomball, TX 77375** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**For Providing Annual Requirements for Traffic Signal Heads and Components, Spec. No. 06-137** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**\$ 26,290.55**

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year, **June 1, 2006 thru May 31, 2007**; with option to renew for two (2) additional one (1) year terms.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

# CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

## EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

Colleen J. Neug  
Mayor

Approved by Executive or No. 076555

dated 6-15-06

## EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Control Technologies, Inc.  
Name of Corporation

27760 Commercial Park Ln.  
(Address) Tomball, TX 77375

By: [Signature]  
Duly Authorized Official

Regional Manager  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

Original

# **PROPOSAL SPECIFICATION NO. 06-137**

**BID OPENING TIME: 12:00 NOON**

**DATE: APRIL 19, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

## **THE ANNUAL REQUIREMENTS FOR TRAFFIC SIGNAL HEADS AND COMPONENTS**

### **BIDDING SCHEDULE**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	3-Section Vertical Traffic Signal Head (#TS-1 T31) Including Terminal block, Less Lenses and Reflectors	15 Each	\$ <u>90.43</u>	\$ <u>1356.45</u>
2.	3-Section Horizontal Traffic Signal Head (#TS-1 T36) Including Terminal block, Less Lenses and Reflectors	50 Each	\$ <u>90.43</u>	\$ <u>4521.50</u>
3.	5-Section Vertical Traffic Signal Head Left Turn Arrow (#TS-1LL T51) Including Terminal block, Less Lenses and Reflectors	10 Each	\$ <u>151.55</u>	\$ <u>1515.50</u>
4.	5-Section Cluster Traffic Signal Head with Left Turn Arrows (#TS-1LL T51B) Including Terminal block, Less Lenses and Reflectors	10 Each	\$ <u>151.55</u>	\$ <u>1515.50</u>
5.	3-Section Traffic Signal Backplate	50 Each	\$ <u>10.00</u>	\$ <u>500.00</u>
6.	5-Section Vertical Traffic Signal Backplate	10 Each	\$ <u>20.00</u>	\$ <u>200.00</u>
7.	5-Section Traffic Signal Backplate (Mast Arm Cluster)	10 Each	\$ <u>42.20</u>	\$ <u>422.00</u>
8.	5-Section Traffic Signal Backplate (Span Wire Cluster)	4 Each	\$ <u>44.20</u>	\$ <u>422.00</u>
9.	Pedestrian Signal Head Polycarb (#PS-1 T13) Including Terminal block, Less Lenses and Reflectors	50 Each	\$ <u>45.40</u>	\$ <u>2275.00</u>
10.	Pedestrian Signal Hardware (Clamshell Type) ICC CLAMSHELL 2	50 Each	\$ <u>30.00</u>	\$ <u>1500.00</u>
11.	PELCO Arm Kit (9"); #AB-4000	75 Each	\$ <u>21.63</u>	\$ <u>1622.25</u>

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ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	TOTAL
12.	PELCO Arm Kit, 5 section cluster; AB-5001	10 Each	\$ <u>102.55</u>	\$ <u>1025.50</u>
13.	PELCO Gusseted tube w/vinyl insert; AB-2003-37	10 Each	\$ <u>17.38</u>	\$ <u>173.80</u>
14.	PELCO Gusseted tube w/vinyl insert; AB-2003-46	65 Each	\$ <u>20.10</u>	\$ <u>1306.50</u>
15.	PELCO Gusseted tube w/vinyl insert; AB-2003-74	10 Each	\$ <u>30.50</u>	\$ <u>305.00</u>
16.	PELCO Pedestal Base; <del>#PB-5334</del> <u>PB-5335</u>	10 Each	\$ <u>104.50</u>	\$ <u>1045.00</u>
17.	PELCO Pedestal Pipe Aluminum 12'; #PB-5100-12-4"	10 Each	\$ <u>143.50</u>	\$ <u>1435.00</u>
18.	PELCO Bolts, Anchor 3/4" x 10" (1 Set of 4 Complete); #PB-5306	20 Each	\$ <u>22.25</u>	\$ <u>445.00</u>
19.	PELCO Slip Fitter 2-Way; #SE-3175	5 Each	\$ <u>36.50</u>	\$ <u>182.50</u>
20.	PELCO Pole & Base Collar Assy. For square base; PB-5325	10 Each	\$ <u>41.85</u>	\$ <u>418.50</u>
21.	PELCO 2-way lower arm assy; SE-3180-BLK	5 Each	\$ <u>73.25</u>	\$ <u>366.25</u>
22.	PELCO 1 & 2 way slip fitter; SE-3175	2 Each	\$ <u>36.50</u>	\$ <u>73.00</u>
23.	PELCO Instruction Plate Left Arrow; #SF-1017-05	13 Each	\$ <u>11.50</u>	\$ <u>149.50</u>
24.	PELCO Instruction Plate Right Arrow; #SF-1018-05	13 Each	\$ <u>11.50</u>	\$ <u>149.50</u>
25.	PELCO Clamp Kit; #AS-3009-62-SS	10 Each	\$ <u>52.85</u>	\$ <u>528.50</u>
26.	PELCO Clamp Kit; #AS-3009-84-SS	10 Each	\$ <u>57.00</u>	\$ <u>570.00</u>
27.	PELCO Clamp Kit; #AS-3009-96-SS	10 Each	\$ <u>59.20</u>	\$ <u>592.00</u>
28.	PELCO Clamp Kit; #AB-3004-29	10 Each	\$ <u>50.35</u>	\$ <u>503.50</u>
29.	PELCO Clamp Kit; #AB-3004-42	10 Each	\$ <u>52.25</u>	\$ <u>522.50</u>
30.	PELCO Clamp Kit; #AB-3004-56	10 Each	\$ <u>54.25</u>	\$ <u>542.50</u>
31.	PELCO Kit, Closure (1.5"); #SE-3054-P02	10 Each	\$ <u>2.00</u>	\$ <u>20.00</u>
32.	PELCO Sign Clamp (With Hardware); <del>#AB-0207-04</del> <u>AB-0502-04</u>	10 Each	\$ <u>9.05</u>	\$ <u>90.50</u>
33.	PELCO Sign Clamp, 2" Iron Pipe (Double); #SH-203	10 Each	\$ <u>12.65</u>	\$ <u>126.50</u>
34.	PELCO Sign Clamp, 2" Iron Pipe (U-Bolt); #SH-206	10 Each	\$ <u>11.95</u>	\$ <u>119.50</u>
35.	Magnetic Vehicle Probe	10 Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>

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COMPANY NAME Control Technologies36. TECO Push Button Frame & Cover; #T-1098HC2  
"ADA"

10 Each

\$ NO Bid \$ NO Bid37. TECO Instruction Frame complete with Push Button;  
#T-1489 Mod305HC2

50 Each

\$ NO Bid \$ NO Bid

TOTAL:

\$ 26,540.75  
\$1 26,290.55 stt  
Arch**BID SECURITY REQUIRED:**

Yes \_\_\_\_\_ Amount: \_\_\_\_\_

No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Contract Extension Renewal is an option:**Yes ✓  
No \_\_\_\_\_**TERM PRICE CLAUSE: BIDDER MUST STATE**(a) Bid prices firm for the full contract period: yes; or

(b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_.

(c) If (b), state period for which prices will remain firm:

Through \_\_\_\_\_.

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

✓ YES \_\_\_\_\_ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

NAME: DEREK TOWNSEND  
TITLE: Regional MGR  
PHONE NO. 281-255-8844

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

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The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 06-137**

Control Technologies, Inc  
COMPANY NAME

27760 Commercial Park Ln.  
STREET ADDRESS or P.O. BOX

Tomball, TX 77375  
CITY, STATE ZIP CODE

281-8255-8844 281-8255-8414  
TELEPHONE No. FAX No.

derek@CTTRAFFIC.com  
E-MAIL ADDRESS

  
BY (Signature)

DEREK TOWNSEND  
(Print Name)

Regional Manager  
(Title)

4-18-06  
(Date)

30-60 AXL  
ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)

Net 30  
TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A **SELF-ADDRESSED STAMPED ENVELOPE** WITH YOUR BIDDING DOCUMENTS.

The Intent to Award will be listed on the website when a recommendation is received from the Department.

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